

City of Newport Oregon

REQUEST FOR PROPOSALS

RFP Title: Actuarial Services for the Newport Employees' Retirement Plan

Issue Date: February 24, 2016

**Proposals Due: March 18, 2016
Not Later Than 4:00 PM**

**LATE PROPOSALS SHALL NOT BE
CONSIDERED**

Refer Questions to:

Mike Murzynsky
Phone: 541-574-0610
Email: m.murzynsky@newportoregon.gov

Submit Proposals to:

City of Newport Finance Department
169 SW Coast Highway
Newport, OR 97365

Pre-Proposal Conference:

None

This RFP is issued under the provisions of the Oregon Revised Statutes Chapters 279A, 279B, and City of Newport public contracting rules. All proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid proposal by any proposer shall constitute admission of such knowledge on the part of such proposer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Electronic copies of this RFP and attachments, if any, can be obtained from the City of Newport website at the following address: <http://www.newportoregon.gov/rfp>

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.

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PART 1 – PROCEDURAL INFORMATION

1.0 RFP ORGANIZATION

This RFP is organized into five parts:

Part 1, Procedural Information: Provides an overview of the procurement process and conditions.

Part 2, Scope of Service and Contracting Information: Provides a general description of the services to be performed; delineates responsibilities; defines deliverables (as applicable), funding and contracting terms.

Part 3, Proposal Evaluation, Questions, Instructions and Points: Describes questions to be answered and how proposals will be evaluated by the City.

Part 4, Proposal Submission Instructions: Describes the required format, instructions for submitting proposals, and minimum requirements.

Part 5, Attachments and Electronic References: Provides additional information and forms necessary to complete the proposal submission.

1.1 PROCUREMENT TIMETABLE

Activity	Section	Scheduled Date/Time
Date Issued	Cover page	February 24, 2016
Questions or protests of specifications due to Finance Director in writing	1.3.1	March 4, 2016
Response to written questions	1.3.1	March 11, 2016
Proposal submittal deadline	Cover page	March 18, 2016
Proposal evaluation period		Week of March 21, 2016
Proposed oral evaluation period		Optional
Provider selection		Week of March 28, 2016
Award contract – 10 day protest period begins		April 5, 2016
Contract start date		April 18, 2016?

City of Newport reserves the right to deviate from this schedule.

1.2 PRE-PROPOSAL CONFERENCE

None

1.3 PROTESTS

1.3.1 Protest of Specifications

Any Proposer requiring clarification of the provisions of this RFP (and attached City Contract) must submit specific questions in writing to the City Finance Director listed on the cover page of this RFP. Any Proposer protesting any provision in this RFP must submit protest(s) in writing to the City's Finance Director listed on the cover page of this RFP. Any protest must address the requirement, provision or feature of this RFP or its attachments, including but not limited to the contract, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition.

The purpose of this deadline is to allow the City time to correct any term or condition in this RFP and/or contract that may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. By allowing corrections before opening Proposals, the City intends to avoid or minimize much of the waste inherent in protests and in the possible rejection of all Proposals. Failure of a Proposer to protest in accordance with this section shall be deemed acceptance of the terms of this RFP and contract, and a waiver of Proposer's rights to later contend that either the RFP or contract is ambiguous, unclear, unfair, contrary to law or likely to limit competition.

The deadline for submitting questions or protests is 4:00 P.M. on the date listed in the timeline. If City of Newport determines that additional information or clarification is necessary, such information or clarification will be supplied in addenda that will be sent by e-mail to all persons or firms that have received the notification of solicitation from City Finance.

Available addenda may also be downloaded from the City's website <http://www.newportoregon.gov/rfp>. All such addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. Oral instructions or oral information concerning the specifications from City managers, employees or agents to prospective Proposers shall not bind City of Newport. City Finance shall issue all Addenda not less than three (3) calendar days prior to the proposal deadline.

After closing, City of Newport reserves the right to issue Addenda to all Proposers who submitted proposals, or to those Proposers determined to be in the Competitive Range, if applicable, in order to communicate program requirements and arrangements and other information as determined necessary by the City.

1.3.2 Protests of Intent to Award

The following procedure applies to Proposers who wish to protest a disqualification of proposal or award of contract:

1. All protests must be in writing and physically received by the Finance Director no later than 4:00 P.M. on the fifth (5th) working day after the postmarked notice of intent to award or disqualification.

Address protests to:

PROTEST OF AWARD – Actuarial Services RFP
City of Newport Finance Department
169 SW Coast Highway
Newport, OR 97365

2. Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest. Disagreement with the judgment of evaluators may not be protested.

Protests not filed within the time specified in paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

1.4 REALISTIC PROPOSALS

It is the expectation of the City that proposers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

City of Newport shall bear no responsibility or increased obligation for a Proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

1.5 CLARIFICATION OF RESPONSES

City of Newport reserves the right to request clarification of any item in a Proposer's proposal or to request additional information prior to evaluation necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing and issued through the City's Finance Director.

Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluator.

1.6 REJECTION OF PROPOSALS

City of Newport reserves all rights regarding this solicitation, including but not limited to the right to:

- Cancel this solicitation at any time and not award a contract;
- Reject any and all proposals in whole or in part; and
- To waive technical defects, minor irregularities and omissions if, in its judgment, the best interests of the City will be served.

1.7 COST OF PREPARATION OF RESPONSE

Costs incurred by any Proposer in preparation of a response to this Request for Proposal shall be the responsibility of the Proposer.

1.8 CONFIDENTIALITY

City of Newport is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505. ORS 192.502(4) exempts the City from disclosing information submitted in response to a solicitation where the information is such that it “should reasonably be considered confidential.”

A Proposer who determines that information within a proposal meets the statutory requirement and desires that such information remain confidential shall mark the bottom of the pages containing such information with the word “CONFIDENTIAL.”

If a Proposer marks every page of a proposal as “CONFIDENTIAL”, the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence, and upon request, the entire proposal will be disclosed.

The City will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460.

After award, the contract executed by the City and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

1.9 REFERENCES

The City reserves the right to investigate references including customers other than those listed in the Proposer’s submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or any other criteria as determined by City of Newport.

1.10 CANCELLATION

City of Newport reserves the right to cancel this solicitation any time before execution of a resulting contract by both parties if cancellation is deemed to be in City of Newport’s best interest. In no event shall City of Newport have any liability for the cancellation of this solicitation.

1.11 DISPUTES

In case of any doubt or differences of opinions regarding the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of City of Newport shall be final and binding upon all parties.

1.12 COLLUSION

A Proposer, submitting a proposal hereby certifies that no officer, agent, or employee of City of Newport has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

1.13 CERTIFICATION REGARDING CONFLICT OF INTEREST

Proposers are required to certify (in the Proposer Representations and Certifications Attachment) whether the Proposer is or is not aware of any potential organizational conflict of interest (COI). If the Proposer is aware of a conflict, then Proposer is required to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest.

Proposers responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must identify and address any actual or potential organizational COI within the Proposer's entire organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, all contractors shall disclose any actual or potential COI. The City Attorney will determine a proposer's eligibility for award based on the information provided in the disclosure statement.

1.14 INVOICES

All invoices shall be prepared on contractor's letterhead or standard invoice form and shall include:

- Contractor's name and address and a phone number for questions about the invoice;
- Contractor's invoice number;
- Invoice date;
- Contractor contact email; and,
- Any additional information required in Attachment two of the finalized contract.

1.15 PAYMENT

City shall pay the invoice within 30 calendar days unless otherwise provided in Attachment two of the finalized contract.

PART 2 – SERVICE DESCRIPTION AND CONTRACTING INFORMATION

2.0 PURPOSE AND BASIC SCOPE OF SERVICES

The intent and purpose of this RFP is to identify one Proposer who is accredited and credentialed to provide actuarial services, which primarily include a detailed annual funding report of the City of Newport's Retirement Plan (Defined Benefit and Contribution plan). The basic services to be included are:

- 1) Plan Setup (first year only).
- 2) Annual Actuarial Valuation and Funding with a certification for the Defined Benefit plan from an Enrolled Actuary who has substantial public-sector experience.
- 3) Individual Employee Benefit Statements which combine both the City's Defined Benefit and Contributions.
 - a. To include calculation and the illustration of benefits.
- 4) Numbers two and three must be presented to the City no later than September 30th each year (we will provide required data no later than July 31st).
- 5) Annual meeting to review valuation results no later than October 15th each year, via telephone.
- 6) Provide an experience study every three years (study of the assumed plan experiences versus actual plan experience).
- 7) Provide information needed to comply with ALL GASB financial report requirements.
- 8) Provide information as needed to comply with City of Newport's 2016 Retirement Plan.

Additional services are discussed and outlined below.

2.1 INTRODUCTION AND PLAN HISTORY

The City of Newport utilizes two separate systems to provide retirement benefits to city employees. The Public Employees Retirement System of Oregon (PERS) provides retirement benefits to full-time firefighters and sworn police officers employed by the City of Newport.

The City of Newport Employees' Retirement Plan, provides retirement benefits to all other qualified employees within the City of Newport. The City of Newport also makes available an employee funded 457(b) Deferred Compensation plan through Nationwide. Actuarial services are being requested for the Newport Employees' Retirement Plan.

The city retirement plan provisions are governed by the City of Newport Employees' Retirement Plan 2016 Restatement. This document provides the details of which employees are qualified for coverage under the plan, the benefits provided by the plan, vesting, and how the plan is administered. The plan will be restated from time to time and can be amended by the City Council. The City of Newport Employees' Retirement Plan 2016 Restatement as amended can be found online at:

http://newportoregon.gov/dept/adm/agreements/2225/agreement_2225.pdf

Under the City of Newport Employees' Retirement Plan there are two separate benefit levels in place depending on the date of hire of a qualified employee to a position under the plan. Amendment No. 2 to the 2009 Restatement of the City of Newport Employees' Retirement Plan made changes to the benefits paid to nonunion employees hired after March 5, 2012. In addition, by agreement with the Newport Employees' Association and Newport Police Association for newly hired employees other than police officers, the same provisions were put into effect for employees hired into a qualified position after October 15, 2012.

Defined Benefit with Money Purchase Retirement Program

The contribution by the city into the retirement program for qualified employees includes a money purchase contribution equal to 6% of the base wages. In addition, qualified employees, upon meeting their requirements for a Normal Retirement will receive a defined benefit in the form of an annuity equal to Benefit Years x 1.2 percent x Average Monthly Earnings. Employees also can voluntarily contribute an amount up to 10% of base salary through payroll deduction into the retirement plan. Please note that unlike contributions into the City of Newport 457(b) Plan, voluntary contributions are subject to taxation. Upon retirement, employees can take the city funded money purchase contribution, the defined benefit and any employee contributions into the plan as an annuity. As an alternative, employees can request a lump sum payout of any of three components of the retirement plan outlined above.

Retirement Plan Administration

The Trust is governed by five trustees, named Plan Trustee, appointed by the Mayor subject to confirmation by the City Council to four year terms.

West Coast Trust receives the City's contributions for the Plan and invests per instructions from the Plan Trustee and investment policy approved by same.

The Plan is administered by the City's Finance Director (Administrator). The Administrator interprets the Plan, decides any questions about the rights of participants and their beneficiaries and in general shall administer the Plan.

Retirement Plan Administration

The Trust is governed by five trustees, named Plan Trustee, appointed by the Mayor subject to confirmation by the City Council to four year terms.

Current Number of Plan Participants

Currently the plan covers, as of June 30, 2015, the following:

Defined benefit:	47
Defined Contribution:	72
Total	119

A defined benefit participant may be participating in the defined contribution segment but a defined contribution may not be part of the defined benefit, individual hire dates are important. See the Retirement Plan for 2016 for guidance.

2.2 GOAL

The objective of this RFP is to identify a qualified professional actuarial firm that can offer the highest quality service in a timely manner and at the best value to the City to produce the annual reports and individual benefit statements no later than October 1st of each year and actuarial valuation and funding requirement by the same date.

2.3 ADDITIONAL SCOPE OF SERVICES

The objective of this solicitation is to provide a certified annual Defined Benefit funding report to the City of Newport with evaluation on the rate estimates/forecast, and risk factor adjustments. The actuarial valuation will provide the City of Newport with calculations on the Plan's liabilities, the value of plan assets and the plan's funded status as of June 30th of each year. It shall include a combination of demographic and economic information of plan participants with benefit provisions and actuarial assumptions to calculate the funds needed to cover the Plan over a certain time frame.

The Actuaries will act as technical advisers and provide recommendations as needed to the Plan Administrator and Plan Trustee.

In addition, the actuaries shall perform other services as required below that may be useful for the Plan. These include:

- 1) Forecast of actuarial valuation results.
- 2) Retirement calculations or estimates, including elections forms and relative value notice for prospective retiring employees. **MANDATORY.....PLEASE INCLUDE COST FOR THIS PROCESS.**
- 3) Determination of deferred vested benefits amounts.
- 4) Services related to Plan termination (if needed).
- 5) Employee Census review.
- 6) Qualified Domestic Relations Orders (QDRO) review and consulting.
- 7) Individual Benefit data online.

OPTIONAL SERVICE CATEGORIES

- 8) Providing asset/liability studies, asset allocation modeling, and cash-flow projections to measure the risks a plan is taking on and its likely long-term fiscal sustainability.
- 9) Calculating the effect of benefit changes on cost.

2.4 PERFORMANCE MEASURES/PERFORMANCE CONTRACTING

On time delivery of a certified actuarial report and individual statements that meets the specifications in **2.0 Scope of Services.**

2.5 CONTRACT NEGOTIATION

The City will initiate contract negotiations with the responsive and responsible Proposer with the highest scoring proposal. City of Newport may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the City determines are in the City's best interest. If negotiations fail to result in a contract, the City reserves the right to terminate the negotiations and initiate contract negotiations with the next highest scoring responsive and responsible Proposer. This process may continue until a contract agreement is reached.

2.6 CONTRACT AWARD

Through this RFP process, the City is seeking to award one contract. An award, as determined by the City, will be made to the responsible Proposer whose Proposal the City determines is most advantageous to the City based on the evaluation process and evaluation factors described in this RFP.

2.7 CONTRACT TERM

This RFP will result in a fixed term contract for a period of five (5) years with two possible additional years. The City reserves the right to withdraw this RFP at any time, re-issue a subsequent RFP, or terminate the resulting contract, if any, at any time.

2.8 COMPENSATION AND METHOD OF PAYMENT

City will pay Contractor according to the terms in the Pricing Proposal (Section 3.2.4 of this RFP) and a formally agreed upon contract.

2.9 COOPERATIVE PURCHASING

Not used.

2.10 INSURANCE REQUIREMENTS

The proposer awarded a Contract as a result of this RFP will be required to provide the insurance described in Exhibit 2 of the attached City of Newport Services Contracts. This reflects the minimum insurance required of a qualified and selected Proposer to provide this service.

Minimum insurance requirements:

Type of Insurance	Amount	Aggregate
Professional Liability	\$2,000,000	\$3,000,000
Commercial Gen Liability	\$2,000,000	\$3,000,000
Commercial Auto Liability	N/A	\$2,000,000
Workers Compensation	\$500,000*	\$500,000*

* Required per ORS 656.017; not less than \$500,000

PART 3 – PROPOSAL EVALUATION, QUESTIONS AND INSTRUCTIONS

3.0 PROPOSAL EVALUATION AND SCORING

Evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structured quantitative scoring methods will be used to maximize the objectivity of the evaluation. The evaluation committee of designated reviewers shall review and evaluate proposals. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for the City retirement program.

EVALUATION PROCESS FOR WRITTEN RESPONSE

*Each evaluator shall independently assign a draft score to each evaluation criterion based on review of the written proposals. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from the proposals. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed. If the City does not elect to have a telephone interview, the award will be **made** to the responsible Proposer with the highest scoring proposal based on the written proposals.*

3.1 PROPOSAL QUESTIONS INSTRUCTIONS

All Proposers must complete the questions under Section 3.2. Proposers failing to achieve 70% of the total points will not be considered further for an award under this procurement.

Example: *Proposer A submits a proposal and receives the following Section 3.2 scores from the three evaluators:*

*Evaluator A: 78 Points
 Evaluator B: 81 Points
Evaluator C: 60 Points
 Total Points: **219 Points**
 (Minimum necessary: 100 possible points x 3 evaluators x 70% = **210 Points**)*

As a result, Proposer A has met the minimum requirements to provide these services, since their total point score of 219 exceeds the minimum number of points required to qualify, 210.

If the total points earned had been less than 210 points, then Proposer A would not have been considered further for an award under this RFP.

3.2 PROPOSAL QUESTIONS AND RELATED POINTS

Section 3.2	Possible Points
3.2.1 Business Background and Experience	20
3.2.2 Qualifications	25
3.2.3. Approach to Work	10
3.2.4. Pricing	30
3.2.5. Business Practices	15
Written Evaluation Total	100

3.2.1 BUSINESS BACKGROUND AND EXPERIENCE

20 AVAILABLE POINTS

Discuss your company's history and length of time in business. Describe the contracts you have had with local government agencies for similar services. Does your firm specialize in a particular type of actuarial service? What, if any, actuarial services does your firm specialize in (for example, health insurance, life insurance, disability insurance, etc.)? Does your firm have adequate credentialed staff to provide a replacement if the assigned actuary (or one on the actuary team) cannot for some reason finish their assignment? Provide an organization chart labeled as Attachment 3, limited to one page, which will not count against maximum number of pages.

Evaluation Criteria:

- *Proposer is able to describe the experience and capacity of their company and describes similar experience providing actuarial services for local government agencies.*
- *Proposer has outlined their specialties (if any).*
- *Proposer is able to provide replacement actuary if necessary.*
- *Proposer has provided an organizational chart.*

3.2.2 STAFF EXPERIENCE AND QUALIFICATIONS

25 AVAILABLE POINTS

Describe your proposed staff for this project. Discuss their experience providing similar actuarial services to government agencies. Provide resumes for actuaries likely to be assigned to work with City of Newport. Label the Resumes as Attachment 4. Each resume limited to 2 pages, (front and back side of a single sheet of paper). Resumes will not count against maximum number of pages.

For each proposed team member, provide a copy of their certification (such as ASA, FSA or CERA). Limited to one page, will not count against maximum number of pages. What ratio of senior to junior staff will be on the team?

Will this team be dedicated to this project or will they also be working on other projects? If multiple projects, describe how you will prioritize between projects if there is a delivery conflict.

Evaluation Criteria:

- *Proposer describes in detail the proposed staff and their experience, as well as the ratio of senior to junior staff.*
- *Proposer has provided resumes for each proposed team member.*
- *Proposer has provided certification for each proposed team member.*
- *Proposer describes how work will be prioritized if a delivery conflict occurs.*

3.2.3 APPROACH TO WORK

10 AVAILABLE POINTS

Describe how your firm will work with the City to provide the requested services described in Section 2.0 and 2.3 of this RFP. Detail your approach to communications, collaboration, competency and reliability. How will your team be made available for contact in a technical capacity? Please include any detail that would address HIPAA compliance.

Please provide a description of your firm's reporting capabilities. Provide a copy of a white paper report your firm has prepared specific to a public entity. Label this as Attachment 5. There will be no page count on this attachment and it will not count against the maximum page count for the proposal.

Evaluation Criteria:

- *Proposer demonstrates experience and ability to perform the work and has an approach to work that will meet the City's needs, included a team dedicated to City of Newport.*
- *Sample report is adequate, logical and thorough and will meet the needs of the City.*
- *Proposer has adequate security measures to insure HIPAA compliance.*
- *Proposer has provided an adequate sample white paper for a similar agency or project. Paper is logical and thorough.*

3.2.4 PRICING points

30

Provide your firm's proposed fees for the scope of services identified in Section 2.0 and 2.3. The City anticipates that proposed fees will be expressed as an annual professional fee and any charges for specialized services as outlined by Proposer.

Evaluation Criteria:

Proposer's Total in the Cost Worksheet (Attachment 4) will be used to calculate the price score. The lowest Total will receive the maximum score of 30 points. The other proposer's price scores will be calculated using the following formula:

Proposer Price Score = 30 points x Lowest Rates

Example:

Proposer A's Rate is \$200/hr, which is the lowest Total

Proposer A's price score is 30 points

Proposer B's Rate is \$250/hr. Applying this formula, Proposer B's price score = 30 points x \$200/\$250 = 24 points

3.2.5 RESPONSIBLE BUSINESS PRACTICES

Our vendors are an integral part of the societies and communities in which they operate. Their influence extends to the employees they depend upon, the environment from which they draw their resources and the marketplace in which they participate. City of Newport seeks to conduct business with vendors who demonstrate responsible business practices through sustainability and social equity innovations.

A. Sustainability

5 points

The City has an interest in measures used by its vendors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors who demonstrate community and environmental stewardship

Please explain in detail the specific actions that your organization will take to provide the services identified in the scope of services (Section 2) in a sustainable manner. How do you minimize the impacts to the environment in the research and development and in the delivery of the report? Please be as specific as possible and provide specific examples, details of efforts, practices, and/or processes.

Evaluation Criteria: *The proposer provides specific examples, metrics, details of practices, and/or processes to deliver goods or services in a sustainable manner.*

B. Business Practices

10 points

1. Describe in detail the efforts and activities under taken by your business or organization to create economic and social benefits for this or future generations. Please provide specific examples.

Evaluation Criteria:

The Proposer describes efforts or activities such as volunteering, donations, sponsorships, economic and social development participation, youth and community organization participation, scholarships, or other community capacity building activities.

- a. Describe in detail your cultural competency and diversity training for your staff. How does your organization incorporate equity values, and manage diversity in all aspects of policy and service delivery?

Evaluation Criteria:

- *The proposer describes in detail their cultural competency and diversity training for staff that will not be working with diverse populations, and the cultural competency and diversity training for staff that will be working with diverse populations.*
- *The proposer demonstrates the incorporation of equity values and demonstrates efforts to manage the dynamics of difference and to acquire and institutionalize cultural knowledge*

PART 4 – PROPOSAL SUBMISSION INSTRUCTIONS

4.0 JOINT PROPOSALS

Not applicable

4.1 MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals shall not be accepted unless specifically provided for in this section. In the event alternate proposals are not accepted and a proposer submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the proposer.

4.2 PROPOSAL INSTRUCTIONS AND CONTENT

Proposals must be printed, computer generated or typewritten, single spaced, space-and-a-half or double-spaced, on 8.5" x 11" paper. All pages should be numbered. Margins should be at least ½ inch on all sides. Font size can be no smaller than 10. Proposals using smaller font sizes or smaller margins may be rejected.

In support of sustainability regarding environmental impact and the disposal of paper, it is the City's preference that proposals be printed on both sides of the paper, rather than on one side only. When proposal format instructions limit the number of pages to be submitted, the page count is based on the quantity of numbered pages. **Example:** The RFP proposal response to the program question is limited to a page count of not more than 12 pages. This equates to not more than 6 sheets of paper that are printed on each side, or 12 pages printed on only one side.

4.3 MAXIMUM PAGE LIMIT

The total number of pages, excluding requested attachments, must not exceed 20 pages. Attachments and supporting documents not specifically required by the RFP will not be evaluated. Supporting materials submitted with the proposal, if any, will not be returned. Pages in excess of the page limitation will not be evaluated. Unless otherwise specified, pages exceeding the standard page size of 8.5" x 11" will be counted as two or more pages, depending on the actual size of the page.

4.4 PROPOSAL CONTENT

Proposers must respond to all the questions listed under Part 3, Section 3.2 – Proposal Questions and Evaluation Criteria. For each item, restate the question and use the same numbering and letter sequence as found in the RFP and then provide your response. Responses must be on the forms provided for by City of Newport where applicable.

4.5 PROPOSAL BINDING

Proposals must be stapled in the left upper corner. **Do not use** spiral bindings, glue or place in notebooks or use other methods of binding the proposal. If the document is too thick to be held with a single staple, secure the document with a metal clip that can be easily removed for copying purposes.

4.6 PROPOSAL PACKAGING

Proposals shall be submitted in a sealed envelope appropriately marked with the Proposal title, RFP number, and the name and address of the Proposer. If the requested copies do not fit into an envelope, enclose all copies in a box, seal it and attach a sheet of paper with the following information to the top of the box: (1) Proposal title, (2) RFP number, and (3) the name and address of the Proposer. Please use the minimum amount of tape necessary to seal the box.

4.7 PROPOSAL COPIES AND SUBMISSION

Proposers must submit one (1) original copy (marked ORIGINAL) and four (4) copies of the proposal to: City of Newport Finance Department, 169 SW Coast Highway, Newport, Oregon 97365, **no later than 4:00 p.m.** on the proposal due date. **IF HAND DELIVERED TO CITY FINANCE DEPARTMENT, PROPOSALS MUST BE TIME STAMPED AT THE UTILITY BILLING DESK BY THE STATED DEADLINE. LATE PROPOSALS WILL NOT BE CONSIDERED.**

4.8 MINIMUM REQUIREMENTS

4.8.1 Offeror Representations and Certifications

All Proposers are to submit a **SIGNED** Offeror Representations and Certifications [Attachment 1], and it will not count against the total page limitation. Failure to sign a completed Offeror Representations and Certifications form may result in rejection of the proposal.

4.8.2 At the time of proposal submission, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements **shall result** in rejection of the proposal.

1. The Proposal response must be received by City of Newport Finance Department no later than 4:00 P.M. local time on the proposal submission deadline.

4.8.3 At the time of Contracting, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements shall result in cancellation of the contract.

1. Proposers must be accredited and credentialed to provide actuarial services in the State of Oregon.
2. Proposers must be legal entities, currently registered to do business in the State of Oregon (per ORS 60.701).
3. Proposers must submit verification that all insurance requirements are met.

ATTACHMENT 1 PROPOSER REPRESENTATIONS AND CERTIFICATIONS

FAILURE OF THE PROPOSER TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 60 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

PROPOSER NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

STATE OF
INCORPORATION: _____

DATE OF INCORPORATION: _____

BUSINESS
DESIGNATION:

☐ Corporation

☐ Sole Proprietor

☐ Partnership

☐ S. Corporation

☐ Non-Profit

☐ Government

☐ Other: _____

OREGON MWESB
CERTIFICATION NUMBER: _____



Minority Owned



Woman Owned



Emerging, Small



N/A

ASSURANCES - The Proposer attests that:

The person signing this offer has the authority to submit an offer and to represent Proposer in all phases of this procurement process;

The information provided herein is true and accurate;

The Proposer is a resident proposer, as described in ORS 279A.120, of the State of _____, [insert State] and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110;

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (b);

Any false statement may disqualify this offer from further consideration or because of contract termination; and

The Proposer will notify the City of Newport Finance Director within 30 days of any change in the information provided on this form.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The

Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with; obtaining, attempting to obtain, or performing a public (federal, state, or local) contract,

embezzlement, including theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

CERTIFICATION REGARDING CONFLICT OF INTEREST

"Organizational conflict of interest" means that, because of other activities or relationships with other persons or firms, a Contractor or Consultant (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to City of Newport; or the Contractor's or Consultant's objectivity in performing the Work would or might be otherwise impaired. The Proposer certifies to the best of its knowledge and believe that neither it nor any of its principal participants and agents:

1. Has any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.
2. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest. I understand that based on the information provided by Proposer, City of Newport may exclude the Proposer from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Proposer further certifies that the degree and extent of the relationship of the Proposer with these named firm(s)/individual(s) have been fully disclosed below.

Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Proposer from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Signature: _____ Date: _____

Print Name & Title: _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

ATTACHMENT TWO
STANDARD TERMS AND CONDITIONS
FOR AGREEMENT TO FURNISH
ACTUARIAL SERVICES
TO THE CITY OF NEWPORT, OREGON

ARTICLE I: SCOPE

For consideration set forth in _____, _____, a professional firm, hereinafter referred to as CONTRACTOR, agrees to provide services to the City of Newport, Oregon, a municipal corporation, hereinafter referred to as the CITY. This Agreement incorporates all the promises, representations, and obligations set forth in this Agreement and the Request for Proposal, Proposal Response, Fee Schedule, and other supporting documents and attachments.

The contract term shall be for a period of approximately FIVE years, commencing _____, with an option to extend the contract an additional two, one-year terms, at the option of the City. If the City elects to renew the contract, a written notice shall be provided a minimum of thirty (30) days prior to the expiration of the current contract of its intent to do so.

ARTICLE II: RESPONSIBILITY OF CONTRACTOR

- A. Notice to Proceed. CONTRACTOR will not begin work on any of the duties and services listed in Article I until execution of the contract. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Level of Competence. CONTRACTOR is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professional Actuarial firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Agreement.
- C. Lead Contractor. _____ shall serve as the Lead Contractor for Audit Services described under the terms of this Agreement. Any change in the designation of this role must be approved by the City.
- D. Documents Produced. CONTRACTOR agrees that all work products produced by CONTRACTOR in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of the CITY, and shall be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XII.

- E. State or Federal Requirements. CONTRACTOR covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A, and B, as though each obligation or condition were fully set forth herein. In addition, CONTRACTOR covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement shall be deemed to be not in compliance with any statute or role of law, such provision shall be deemed modified to ensure compliance with said statute or role of law.
- F. Oregon Workers' Compensation Law. CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- G. Record Retention and Review. The CONTRACTOR shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject during regular business hours of the CONTRACTOR to inspection, review, or audit by personnel duly authorized by the City upon reasonable advance written notice from the City to the CONTRACTOR. The CONTRACTOR will retain all records related to this Agreement for seven (7) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. The CONTRACTOR shall be responsible for any audit exceptions or disallowed costs incurred by the CONTRACTOR or any of its SUBCONTRACTORS.
- H. Oregon Identity Theft Protection Act. CONTRACTOR, and its SUBCONTRACTORS to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- I. Taxpayer Identification Number. CONTRACTOR agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the CITY'S obligation to make payment. If the CONTRACTOR fails to complete and return the W-9 Form to the CITY, payment to CONTRACTOR may be delayed, or the CITY may, in its discretion, terminate the Contract.

ARTICLE III: RESPONSIBILITY OF CITY

- A. Authorization to Proceed. CITY shall authorize CONTRACTOR upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities and Property. CITY shall comply with reasonable requests from CONTRACTOR for inspection or access to CITY's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. Timely Review. CITY shall examine all studies, reports, specifications, proposals, and other documents presented by CONTRACTOR, obtain advice of an attorney, insurance counselor, accountant, auditor, and other contractors as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONTRACTOR.

ARTICLE IV: MODIFICATIONS

CITY or CONTRACTOR shall not make modifications in the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE V: COMPENSATION

City agrees to pay for the goods and services procured in Article I in accordance with the compensation provisions described in this Agreement and the Fee Schedule.

The City shall remit payment within thirty (30) days of receipt of a monthly billing from the CONTRACTOR. Such billing shall be only for services provided to that point. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less.

Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any CONTRACTOR billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.

Notwithstanding anything in this Agreement to the contrary, the CITY'S obligation to pay money beyond the current fiscal year shall be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other officer charged with the responsibility for preparing the City's annual budget shall include in the budget for each fiscal year the amount of the city financial obligation payable in such year and the City Manager or such other officer shall use his/her best efforts to obtain the annual appropriations required to authorize said payments.

ARTICLE VI: INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of the CONTRACTOR, its officers, employees, or agents.

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, the CONTRACTOR shall furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the City. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the CITY.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. Automobile Liability: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. Workers' Compensation insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. Professional Liability insurance on an occurrence or claims made basis with 24 month tail coverage.
5. Pollution Liability Insurance on an occurrence or claims made basis with 24 month extended reporting period, if applicable to this project.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 Each Occurrence
 \$2,000,000 Personal Injury
 \$3,000,000 General Aggregate
 \$3,000,000 Products/Completed Operations Aggregate

The General Aggregate and Products/Completed Operations Aggregate shall apply separately to this project.

2. Automobile Liability: \$2,000,000 Per Occurrence

3. Employers Liability: \$ 500,000 Each Accident
 \$ 500,000 Disease Aggregate
 \$ 500,000 Disease Each Employee

4. Professional Liability Insurance \$2,000,000 Per incident / Claim
 \$3,000,000 Annual Aggregate

C. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to name CITY OF NEWPORT and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONTRACTOR'S or any sub-contractor's activities being performed under the Agreement. The Certificate of Insurance must include a copy of the Additional Insured endorsement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
3. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive by endorsement, all rights of subrogation against the City of Newport, its officers, employees, and agents for losses arising from work performed by the CONTRACTOR for the CITY.

ARTICLE VIII: ASSIGNMENT

This Agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.

Use of SUBCONTRACTORS by the CONTRACTOR or subsidiary or affiliate Firms of the CONTRACTOR for technical or professional services shall not be considered an assignment of a portion of this Agreement, and the CONTRACTOR shall remain fully responsible for the work performed, whether such performance is by the CONTRACTOR or SUBCONTRACTORS. No SUBCONTRACTORS shall be used without the written approval of the CITY.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONTRACTOR.

ARTICLE IX: INTEGRATION

These terms and conditions and the attachments represent the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article IV.

ARTICLE X: SUSPENSION OF WORK

The CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. The CONTRACTOR may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. The CONTRACTOR may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

CITY may terminate all or a portion of the work covered by this Agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by written notice from the party initiating termination no less than fifteen (15) days in advance of the effective date of termination. Such notice of termination shall be delivered by certified mail with a receipt for delivery returned to the sender.

In the event of termination, CONTRACTOR shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONTRACTOR shall be compensated for work actually performed prior to the date of termination plus work required for filing and closing as described in this Article. Upon termination, CONTRACTOR shall provide to the CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in CONTRACTOR'S possession at the time of termination or received later.

If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

ARTICLE XII: FORCE MAJEURE

Neither the CITY nor the CONTRACTOR shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XIII: DISPUTE COSTS

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach, or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XIV: CONFLICT AND SEVERABILITY

In the event of any inconsistency between the terms of this Agreement and the terms listed in any additional attachments to this Agreement, the terms of this Agreement shall control. Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

ARTICLE XV: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE XVI: COURT OF JURISDICTION

The laws of the state of Oregon shall govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Lincoln County, Oregon.

CONTRACTOR:

Date: _____

By: _____
Insert Firm name

By: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Corp. Tax No./Social Security No.

CITY OF NEWPORT, OREGON:

Date: _____

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney